statute required railroad companies to furnish certain appliances and expressly provided, that on injury resulting from failure to do so, the defence of assumed risk should not be available to the railway company. The court nevertheless permitted the defence of contributory negligence to be introduced.

PLATS—STATUTORY DEDICATION—INSUFFICIENT CERTIFICATE AND ACKNOWLEDGMENT.—Under the laws of the state of Illinois, which provided that when an addition was surveyed and a plat made and certified by the county surveyor and acknowledged by the proprietor the fee to the streets and alleys would pass to the city, it was *held* that a plat made and certified by a *deputy* surveyor and acknowledged by the *agent* of the proprietor was insufsufficient to constitute a statutory dedication. *Wilder* v. *Aurora,* etc., *Traction Co.* (1905), — Ill. —, 75 N. E. Rep. 194.

While this is according to precedent in Illinois (*Village of Auburn* v. *Goodwin,* 128 Ill. 57, overruling *Gebhardt* v. *Reeves,* 75 Ill. 305; *Thompson* v. *Maloney,* 199 Ill. 276) it seems somewhat arbitrary. A more satisfactory result could be obtained by applying the following rule, proposed by Judge Elliott (ROADS AND STREETS, § 119), "to resolve doubts in such cases against the donor, and within reasonable limits to construe the dedication so as to benefit the public rather than the donor.", or, as expressed by Dillon in his MUNICIPAL CORPORATIONS (note 2 § 628), "If the plat as recorded * * * contains enough to show that it was intended by the owner to be a dedication under the statute, it would seem to the author to be right, notwithstanding a defective acknowledgment or the like, to hold the proprietor estopped to make the objection that he did not comply with the statute." See *Ragan* v. *McCoy,* 29 Mo. 356.

PLEADING—DISCREPANCY BETWEEN TITLE AND AVERMENTS OF A COMPLAINT.—In the title of the complaint defendant is named only in his individual capacity, but in the complaint itself a cause of action is stated against him in his representative capacity. Upon a demurrer that the complaint does not state a cause of action, *held,* that the demurrer should be sustained. (Werner and Bartlett, JJ., dissent.). *Leonard* v. *Pierce et al.* (1905), — N. Y. —, 75 N. E. Rep. 313.

Courts have frequently held that the title and pleadings may be considered together to determine the capacity in which a party sues or is sued. *Stilwell* v. *Carpenter,* 62 N. Y. 639, in full in 2 Abb. (N. C.) 238; *Jennings* v. *Wright,* 54 Ga. 537; *Rich* v. *Sowles,* 64 Vt. 408; *Beers* v. *Shannon,* 73 N. Y. 292. Thus where a party's name appears in the title, followed by words *descriptio personæ,* and the complaint clearly states a cause of action against or for him as an individual, the affix to his name in the title is treated as surplusage. *Stilwell* v. *Carpenter* (supra); *Litchfield* v. *Flint,* 104 N. Y. 543, 550. And, when under a similar title, the complaint states a cause of action against the party in a representative capacity, the action is against him in that capacity. *Beers* v. *Shannon,* 73 N. Y. 292; *Knox* v. *Met. El. Ry. Co.,* 58 Hun (Sup. Ct. N. Y.) 517, affirmed 128 N. Y. 625. In the principal case, a majority of the court refused to take a step further and disregard an entire omission of the *officio designata* in the title. They rely upon the case of *First Nat. Bank* v. *Shuler,*

153 N. Y. 163. In that case, however, the pleadings did not supply the defect in the title. To be thoroughly consistent with the majority of decisions and the liberal rules of pleading allowed by the Codes, it seems that the court might well have either disregarded the omission or allowed it to be corrected by amendment.

RIGHT OF PROPERTY IN QUOTATIONS—VALIDITY OF TRANSACTIONS ON EXCHANGE—PLAINTIFF'S RIGHTS UNAFFECTED BY ILLEGALITY.—Plaintiff's collect quotations of prices continuously offered and accepted in the pits of its exchange, and deliver them to telegraph companies who, in turn, furnish them to numerous subscribers. Defendants, who are not subscribers, get and publish these quotations in some way not disclosed. On a bill to restrain the defendants from so using the quotations, it is *held,* (Justices Harlan, Brewer and Day dissenting), that the relief prayed for should be granted. *Board of Trade of the City of Chicago* v. *Christie Grain and Stock Co.* and *L. A. Kinsey Co.* v. *Board of Trade* (1905), 198 U. S. 236; 25 Sup. Ct. Rep 637.

That a board of trade has a property right in its quotations which will be protected, is well established. *Board of Trade* v. *Hadden-Krull Co.,* 109 Fed. Rep. 705; *Board of Trade* v. *C. B. Thompson Commission Co.,* 103 Fed. Rep. 902; *Cleveland Tel. Co.* v. *Stone,* 105 Fed. Rep. 794. Quotations are so important to the business world that some courts have declared them clothed with a public use. *N. Y. & Chicago Grain & Stock Exch.* v. *Board of Trade,* 127 Ill. 153; *Commission Co.* v. *Live Stock Exchange,* 143 Ill. 210, 2 L. R. A. 411. Defendants, however, claim that plaintiffs are not entitled to protection in equity inasmuch as their business is illegal under an Illinois statute forbidding the pretended buying and selling of grain, etc., with no intention of receiving or delivering it. The Illinois Supreme Court has constantly avoided even intimating that the Board of Trade is carrying on an illegal business. *Christie-Street Comm. Co.* v. *Board of Trade,* 94 Ill. App. 229; *Board of Trade* v. *Central S. & G. Exchange,* 98 Ill. App. 212; *Central Stock and Grain Exchange* v. *Board of Trade,* 196 Ill. 396. Federal Circuit Court decisions are not harmonious upon this question. *Board of Trade* v. *Ellis* (C. C.), 122 Fed Rep. 319; *Christie Co.* v. *B. of T.* (C. C. A.), 125 Fed. Rep. 161; contra, *Kinsey Co.* v. *Board of Trade,* (C. C. A.), 130 Fed. Rep. 507, the two latter being the principal cases below. It is well established that contracts for future delivery are presumatively valid. *Pearce* v. *Rice,* 142 U. S. 28, 35 L. Ed. 925; 4 MICHIGAN LAW REVIEW, 167. The burden is on him who questions them to show that, at the time of entering into the contract, neither party had a bona fide intention to deliver. *Jamieson* v. *Wallace,* 167 Ill. 388. Defendants argue that the large excess of transactions on the Exchange over subsequent deliveries shows this lack of intention. This excess, however, is explained by the customary methods of settlement, i. e. "setting off" and "ringing up". As Illinois courts have never held that such settlements stamp transactions as gambling contracts, and, as it is not necessary for complainant's protection in this case, the Supreme Court refuses to take the initiative. See *Partridge* v. *Cutler,* 68 Ill. App. 599; *Riebe* v. *Hellman,* 69 Ill. App. 19. The Supreme Court concludes with the statement